



City of Milpitas

Request for Proposal

For

JANITORIAL SERVICES

Proposal No. 1082

City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3160
Fax (408) 586-3170

Date of Issuance: May 17, 2005
Pre-Proposal Conference: May 25, 2005 10:00 am
Bid Deadline: June 6, 2005 2:00 pm

I. BACKGROUND

The City of Milpitas is seeking a qualified firm to provide janitorial services. In summary, the successful proposer shall furnish labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation, and material for janitorial services for four locations in the City. (map attached)

Proposals are being requested from firms that have a demonstrated ability to perform the tasks identified in this Request for Proposal (RFP). One original and three (3) copies of the proposal are to be submitted to the City of Milpitas by mail or hand-delivered at the addresses specified in Section III of this RFP, no later than **2:00 p.m. June 6, 2005**.

A mandatory Pre-Proposal Conference and job-site walk through is required to submit proposal. Failure to attend both will be cause to reject your proposal. The Pre-Proposal Conference will be held on **May 25, 2005 starting at 10:00 a.m.** at the City of Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas CA 95035-5411.

Following are the addresses for the five specific locations and basic dimensions:

LOCATIONS	ADDRESS	SQUARE FOOTAGE
City Hall Complex	455 E. Calaveras	(Refer to floor plans)*
Sports Center	1325 E. Calaveras	(Refer to floor plans)*
Main Fire Station	777 S. Main	(Refer to floor plans)*
Police Substations/Mall	1210 Great Mall (2)	(Refer to floor plans)*

Direct any operational questions to: Eddie Loreda, Facility Maintenance Supervisor, (408) 586-2662. Questions regarding the bidding process and associated bid submittal paperwork should be directed to Chris Schroeder at (408) 586-3161.

*Floor plans will be mailed to you prior to mandatory Pre-Proposal Conference if requested, or will be made available at the conference.

II. MINIMUM BASIC REQUIREMENTS

It is recommended that each proposer carefully review the following, as any proposer that is unable to fulfill the minimum basic requirements will not be considered for evaluation.

1. The contractor must have a **minimum of five (5) years of relevant experience** in contract janitorial service and must currently operate a branch facility located in Santa Clara County or within a distance acceptable to the Purchasing and the Public Works Departments.
2. The contractor shall be independent and, as such, the hiring, training, equipping, supervision, directing and discharging of their employees shall be the responsibility of the contractor. The payment of federal, state and local taxes and overtime wages shall also be the responsibility of the contractor.
3. The contractor must furnish all labor, cleaning materials (cleaning chemicals, floor wax, wax stripper, and other expendable supplies) and equipment (including, but not limited to, ladders, vacuum cleaners, extractors, floor machines, mops and buckets) required to perform interior janitorial service per building service schedules as specified within this document, excluding holidays. The City will provide supplies such as: hand soap, paper hand towels, toilet tissue, paper seat covers and restroom deodorants.
4. The contractor must furnish, and all the employees (including coordinators and supervisors) must wear uniforms. All personnel must have a visible company name, logo, badge, etc., on their uniforms.
5. All employees of the contractor must be a minimum of twenty-one (21) years of age and have a minimum of two (2) years janitorial experience and be fully trained in the custodial service trade.
6. The contractor shall maintain a current business license with the City of Milpitas. The proposer's State contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.
7. Contractor must provide the Facility Maintenance Supervisor with an emergency telephone number where contractor may be reached at any time, 24 hours a day.
8. Contractor must respond to emergency calls relating to deficiency of service by correcting the deficiency within two hours of receipt of the call.
9. The contractor must furnish to City, prior to commencement of any services under this agreement, a list of all chemicals, including, but not limited to, all window cleaning products that the contractor anticipates bringing onto or using in any property belonging to the City, together with Material Safety Data Sheets for each chemical. Contractor must provide updated M.S.D.S. each anniversary of the execution of this contract or sooner when formulation or knowledge of hazards change.

10. Contractor accepts responsibility for determining that all necessary safeguards for protection of contractor's employees are available or will be furnished to employees. All work performed must conform to CAL-OSHA standards.
11. Contractors must attend the pre-proposal conference and job-site walk-through. Time and group size are strictly limited. All bidders are required to submit by Fax, on the form provided, (**EXHIBIT C**) to 408-586-3170, the names of the their company representatives who plan to attend. Forms must be received by 5 PM on May 23rd. The City will then inform you by telephone of the time your group is scheduled to attend the walk through on the 25th.

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received no later than 2:00 p.m. on June 6, 2005, late proposals will not be accepted. Proposals may be delivered in person to the reception desk on the first floor of City Hall at 455 E. Calaveras Blvd., or mailed to:

Purchasing Department
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035-3153

Phone Number: (408) 586-3161
Fax Number: (408) 556-3170

Proposers shall submit one original of the proposal, clearly marked as such, and three (3) complete and legible copies. Proposals, which are submitted by fax, will not be accepted. The City will not return the original or any copies of the proposal or other information or documents submitted to the City.

B. Format and Content of Proposals

Firms interested in responding to this RFP, must submit the following information, in the order specified below:

1. Cover Letter. Submit a letter of introduction and executive summary of the proposal. The letter must contain the original signature of the person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. The cover letter should describe the proposer and include all of the following:
 - 1.1 The official name of the proposer, as well as any fictitious business names.
 - 1.2 The proposer's organizational structure (e.g. corporation, partnership, limited liability company, etc.)

- 1.3 The jurisdiction in which the proposer is organized and the date of such organization.
- 1.4 The address of the proposer's headquarters, and of any local office of the proposer involved in the proposal. Included in this section should be the representative the proposer has authorized to act on behalf of, and bind the proposer. The representative's addresses, e-mail, telephone and fax numbers provided in this section will be used for all notification regarding this RFP.
- 1.5 The proposer's Federal Tax Identification Number.
- 1.6 A representation that the proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform all of the proposer's obligations in connection with this RFP and the Final Agreement.
- 1.7 An acceptance of all conditions and requirements contained in this RFP.
2. Table of Contents. A table of contents listing the individual sections of the proposal and their corresponding page numbers.
3. Executive Summary. A brief synopsis of the highlights of the proposal and the overall benefits of the proposal to the City. This synopsis will include a discussion of any and all methodologies or approaches. The synopsis should be easily understood.
4. Proposer-Qualifications and Experience. A detailed summary of the capabilities of the proposer that pertain to this RFP. Describe the proposer's organization (including any and all affiliates and subsidiaries, whether located inside or outside of Santa Clara County). Describe plans to handle the additional business if awarded this contract, with details on additional personnel, organizational changes and equipment required.
5. Financial Statements. Proposer must provide copies of the two most recent audited or reviewed financial statements, completed by an accredited CPA firm. (Must be within last five (5) years.)
6. Key Personnel - Qualifications and Experience. A complete list of and resumes for all key personnel associated with the proposal must be provided. For each person on the list, the following information must be included: (i) the person's relationship with the proposer, including job title and years of employment with the proposer; and assignment of work within your firm's work team; (ii) the role that the person will play in connection with this proposal; (iii) address, e-mail, telephone and fax numbers; (iv) the person's educational background; (v) the person's relevant experience. **This section of the proposal should include a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.** Submit no more than three pages of information for each person listed.

7. References. Complete reference information from a minimum of three institutions or agencies for which the proposer provides or has provided comparable services. Each such reference must include the name and location, annual dollars spent, the scope of services performed, and the name, address, e-mail, telephone and fax numbers of the person who may be contacted for reference information. Descriptions should be limited to one page for each project. If joint contractors or subcontractors are proposed, provide references with the same information.

IV. EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifications

Deviation from the requested format or omission of requested information by the proposer may cause the Selection Committee to reject the proposal.

B. Selection Criteria

A selection committee (the "Selection Committee") will evaluate all proposals. The Selection Committee will be composed of staff from the Public Works Department, the Purchasing Department, and any other parties with relevant expertise designated by the Purchasing Department. Up to three (3) of the firms may be interviewed by the Selection Committee to make the final selection. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee.

C. Evaluation

The Selection Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. The method of selection will be based on the criteria and considerations set forth below.

1. Understanding of the work required by the City
2. Quality and responsiveness of the proposal
3. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
4. Recent experience in successfully performing similar services for other municipalities or companies.
5. Proposal approach in completing the work.
6. References
7. Background and related experience of the specific individuals assigned to this project.
8. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City of Milpitas. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

Any false, incomplete or otherwise unresponsive statements in or in connection with a proposal or any documentation or other information supplied to the City by a proposer may be cause for rejection by the City of the proposal or disqualification of the proposer, at the City's sole discretion.

V. SCOPE OF WORK AND SCHEDULE

See: attached Exhibit A & B

NOTE: The specification and schedule of services is “suggested” and for discussion purposes only; Contractors are encouraged to submit how best to accomplish any and all tasks in the RFP.

PRICING SUBMITTAL

<u>MONTHLY SERVICES</u>	<u>COST PER MONTH</u>
1. City Hall complex, 455 E. Calaveras Blvd.	\$ _____
2. Milpitas Sports Center, 1235 E. Calaveras Blvd.	\$ _____
3. Main Fire Station No. 1, 777 S. Main St.	\$ _____
4. Police Substations, Great Mall, 1210 Great Mall Dr.	\$ _____
 TOTAL ANNUAL COST (Total Monthly X 12)	 \$ _____
<u>ADDITIONAL SERVICES</u>	<u>COST PER HOUR</u>
1. Services during normal working hours on a weekday with no less than 24 hours notice	\$ _____
2. Services outside normal work hours with on a weekday with no less than 24 hours notice	\$ _____
3. Service with less than 24 hours notice during normal working hours on weekday	\$ _____
4. Service with less than 24 hours notice during outside working hours	\$ _____

VI. SCHEDULE

A. Pre-Proposal Conference

Proposers are required to attend a Pre-Proposal Conference on Wednesday May 25, 2005 at the City of Milpitas Sports Center, 1325 E. Calaveras Blvd., Milpitas CA 95035. All questions will be addressed at this conference and any available new information will be provided at that time. **Attendance is mandatory.** If you have further questions regarding the RFP, please contact Chris Schroeder, at (408) 586-3161.

Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the Pre-Proposal conference, it will also be provided in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP.

B. Schedule

The anticipated schedule for selecting a contractor is shown below:

RFP is advertised and issued by the City: May 17, 2005
Pre-Proposal Conference: May 25, 2005, **Mandatory Attendance**
Proposals due: June 6, 2005
Oral interviews (optional)
Council Approval: July 5, 2005

C. Contract Award: July 5, 2005

The Selection Committee will select a proposer with whom the Purchasing Department staff shall commence contract negotiations. The selected proposer shall cooperate with the City in good faith to promptly negotiate, execute, and deliver the Final Contract Award. The City shall draft the Final Award, and require the selected proposer to attend a contract negotiation conference(s) to discuss any and all possible revisions to the technical terms and conditions, pricing, and any other part of the proposal, as well as any additional provisions that will be mandatory in the Final Award.

If a satisfactory contract cannot be negotiated in a reasonable time, the Purchasing Department, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Purchasing Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Purchasing Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modification and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP other than inquiries at the pre-proposal conference, and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Chris Schroeder, Purchasing Agent
City of Milpitas
Purchasing Department
455 E. Calaveras Blvd.
Milpitas, CA 95035-3153

Phone Number: (408) 586-3161
Fax Number: (408) 586-3170

C. Addenda to RFP

The Purchasing Department may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with the Purchasing Department as having received a copy of the RFP for proposal purposes. The Purchasing Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Purchasing Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call the Purchasing Department, before submitting its proposal, to determine if the proposer has received all addenda.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in

the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Purchasing Department may require a proposer to provide oral or written clarification of its proposal. The Purchasing Department reserves the right to make an award without further clarifications of proposals received.

F. Errors and Omissions in Proposal

Failure by the Purchasing Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the contractor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

H. Reservations and Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Re-issue a Request for Proposal;
4. Procure any service by other means;
5. Extend deadlines for accepting responses, amendments to responses after expiration of deadlines; or
6. Determination that no project will be pursued.

J. Term of Agreement

The Term of the final Agreement is for two (3) years with three (2) one (1) year options.

K. Contractor Responsibility

1. Any work completed by the contractor that does not meet the quality standards as determined by the City, shall be re-done by the contractor at no cost to the City. In the event contractor's work repeatedly does not meet the quality standards, the Purchasing Agent and the Public Works Supervisor reserve the right to terminate contract without any cost to the City.

2. Any and all damage caused by the Contractor will be replaced at their expense.

The contractor must, at all times, maintain adequate staffing to faithfully execute the contract. If it appears at any time the specifications of the contract are not being completed, the contractor will supply additional staff to successfully meet the terms of the contract. The City may request contractor to remove any janitor from its premises at any time it desires for any reason whatsoever, and the contractor shall provide immediate replacement.

VIII. SAMPLE JANITORIAL SERVICES CONTRACT

CONTRACT

At Milpitas, California, the _____ day of _____, 2005, the CITY OF MILPITAS, a municipal corporation in the County of Santa Clara, State of California, hereinafter called "City," and XXXXX., XXXX, hereinafter called "Contractor," hereby agrees:

1. That into this contract, as though fully set out herein, are incorporated the Notice Inviting Bids, Instructions to Bidders, Bid Submitted by Contractor, General Conditions, Special Provisions, Technical Provisions, Drawings, Addenda, if any, the Plans and Specifications and Drawings heretofore filed with the Purchasing Agent and such other writing as are incorporated in the foregoing, all as set forth in that document entitled Contract Documents for Janitorial Services, Bid No. 1082 dated May 17, 2005.

Particular recognition is hereby given to those portions of the contract as above expanded relating to wage rates, 8-hour limits and employment of alien labor, as more specifically set forth in the Government Code of the State of California.

2. That the Contractor shall perform and be bound by all of the terms and conditions of this contract as above expanded and in strict conformity therewith shall perform and complete in a good and workmanlike manner: Daily janitorial services Bid No. 1082 in accordance with maps, plans and specifications on file in the office of the Purchasing Agent of the City of Milpitas.
3. That for such performances the City shall pay to the Contractor the prices set forth on the Pricing Submittal shown on page 9 of the Bid Documents for a three (3) year period. Two (2) additional one (1) year options may be extended to the Contractor, the pricing shall be subject to past performance and the Contractor's industry price changes for the past year. The Contractor shall provide proof of the prior four (4) quarters of industry price changes 30 days prior to the annual contract execution date for price negotiation of the janitorial services. The Contractor shall receive total compensation in an amount not to exceed (\$XXXX) dollars annually, payment to be made in monthly installments upon satisfactory completion of the work. The Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. That in no case shall any department, board, or officer in the City be liable for any portion of the contract price nor shall the City or any department, board or officer thereof be liable for any of the work performed by said Contractor under this contract.
5. That in accordance with the provisions of Section 1296 of the Code of Civil Procedures of the State of California, in any arbitration whether agreed to or required by law to resolve a dispute relating to this contract, the arbitrator's award shall be supported by law and substantial evidence.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

Approved as to Form:

THE CITY OF MILPITAS

By: _____
City Attorney

By: _____
City Manager

XXX, INC.

Attested By: _____
City Clerk

By: _____
(Signature)

(Typed name, capacity, or title)

JANITORIAL SERVICE

(Bid No. 1082)

WORKER'S COMPENSATION INSURANCE

"I am aware of the provisions of Section 3700 of the *Labor Code* which requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing performance of the work of this contract, as evidenced by my signature below."

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office.

"I am aware of the provisions of Sections 1777.5 and 1777.6 of the *Labor Code* concerning the employment of apprentices by the contractor or any subcontractor under him or her. I comply with the requirements of said sections in the employment of apprentices, as evidenced by my signature below."

Signed by _____

Official Title _____

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and

_____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of

_____ as Surety, are held and firmly bound unto the City of Milpitas, a municipal corporation of the County of Santa Clara, the State of California, in the sum of (\$XXXX) Dollars, for the faithful performance of a certain contract hereinafter referred to, to be paid to the City of Milpitas for the payment of which well and truly to be made, the said Principal and the said Surety, hereby bind themselves and all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____, 2005.

WHEREAS, the said Principal has entered into the annexed contract with the City of Milpitas to perform and complete, in strict conformity herewith and in a good and workmanlike manner, daily janitorial service, Bid No. 1082, in accordance with maps, plans and specifications on file in the office of the Purchasing Agent of the City of Milpitas.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If the said Principal shall faithfully perform the said contract, then the above obligation with respect to the faithful performance of said contract shall be void; otherwise to remain in full force and effect.

And that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In case suit is brought upon this bond by the City of Milpitas, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
City Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
City Manager

By: _____
Surety

Bond No. _____

LABOR AND MATERIAL'S BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____ a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws

of the State of _____ as Surety, are held and firmly bound unto the City of Milpitas, a municipal corporation of the County of Santa Clara, the State of California, in the sum of (\$XXXX) Dollars, for the benefit of laborers and material hereinafter designed, to be paid to the City of Milpitas for the payment of which well and truly to be made, and said Principal and the said Surety, hereby bind themselves and all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this ____ day of _____, 2005.

WHEREAS, the said Principal has entered into the annexed contract with the City of Milpitas to perform and complete, in strict conformity therewith and in a good and workmanlike manner: daily janitorial services, Bid No. 1082, in accordance with maps, plans and specifications on file in the office of the Purchasing Agent of the City of Milpitas.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If said principal or his or her subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and material and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and material, shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Division 3, Part 4, Title 15 of the *Civil Code* of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond. And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. In case suit is brought upon this bond by the City of Milpitas, a reasonable attorney's fee, to be fixed by the Court, shall be paid by principal and surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
City Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
City Manager

By: _____
Surety

CITY OF MILPITAS CERTIFICATE OF INSURANCE

General and Automobile Liability

The undersigned insurance company hereby certifies to the City of Milpitas, California that it has issued a

policy of insurance bearing Policy No. _____ to _____ in connection with a certain as work of improvement generally described **Janitorial Service, Bid No. 1082**, being a certain general and automobile liability policy which names the City of Milpitas, its officers and employees as additional insured, and which insures said City, officers and employees against liability of financial loss resulting from injuries occurring to persons or property in or about or in connection with said work of improvement, including, but not limited to, coverage for all work performed by, for or on behalf of

_____.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

	<u>COVERAGE</u>	<u>POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
1)	Bodily Injury			\$1,000,000 each person \$1,000,000each occurrence
2)	Property Damage			\$500,000 each person \$500,000 each occurrence

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) That said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Insurance Company

Address of Signatory:

Authorized Signature (Sign)

Authorized Signature (Type)

.....

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at

_____, California, on the _____ day of _____, 2005. *

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a

Notary Public, this _____ day of

_____, 2005.

(Sign)

(Type Name)

* If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2005, by _____
CITY OF MILPITAS

CONTRACTOR'S CERTIFICATE RELATING TO WORKER'S COMPENSATION INSURANCE

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract or agreement with the City of Milpitas (check one of the following):

_____ I will have in full force and effect Worker's Compensation Insurance pursuant to the attached Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said certificate shall state that there is in existence a valid policy for Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten (10) days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ I have in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations (an exact copy or duplicate thereof certified by the Director may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on

_____ at Milpitas, California.

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE (408) 277-1265.

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE
FOR THE CITY OF MILPITAS

The undersigned insurance company hereby certifies to the City of Milpitas, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance bearing policy number _____

_____ to _____. Said policy is a valid policy of Worker's Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid.

The expiration date of said policy is the _____ day of _____, 2005. The undersigned insurer will give said City of Milpitas at least ten (10) days advance notice of the cancellation of said policy.

Dated:_____

INSURANCE COMPANY

Address:_____

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Milpitas, California, on the _____ day of _____, 2005.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

EXHIBIT A

SCOPE OF SERVICES

City of Milpitas

EXHIBIT A

Custodial Specifications

SPECIFICATIONS

A. Scope of Work

The successful bidder shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and to provide janitorial services at City Hall, Milpitas Sports Center Complex, Main Fire Administration and Police Substation at the Great Mall.

Building	Daily Hrs	Weekly Hrs	Sq. Ft.
City Hall Complex	16	80	51,000
Sports Center	8	56	19,919
Main Fire Station	1	5	1,500
Police Substation	1	5	1,000
* Utility	8	40	
** Window services			

*Utility Utility cost should include 8 hours of utility services shared between City Hall and the Sports Center a night (5 days) plus all other scheduled periodicals.

**Windows Window service price includes the cost for the services listed below.
1. All windows, glass walls and doors will be spot cleaned daily.
2. City Hall lobby, Main Fire Admin, and Milpitas Sports Center windows shall be cleaned inside and outside 1 X per month.

B. Work Schedule

Janitorial services for the Milpitas Sports Center are to be provided seven (7) days per week between the hours of 9 PM and 2:00 AM, weekend schedule may be changed due to scheduled activities. Janitorial services for the City Hall are to be provided five (5) days per week between the hours of 5:30 PM and 2:30 AM. Janitorial services for Fire Administration and the Police substation are to be provided five (5) days per week between the hours of 6 PM and 10:00 PM. The janitorial contractor will provide twenty-four (24) hour emergency response if requested, and will be allowed up 2 hours to respond within the time of request. Contractor will provide all license and insurance as required by the State of California.

C. Holidays

There are 12 City holidays on which the contractor may need to provide service to city facilities, upon request from the Facility Maintenance Division. Contractor shall list an hourly rate per person for holiday work, if required.

<u>DATE</u>
New Years Day
Martin Luther King Jr.
Lincoln's Birthday
Presidents Day
Memorial Day
4 th of July
Labor Day
Veteran's Day
Thanksgiving Day (2)
Christmas Eve
Christmas Day

D. Supplies and Equipment

1. The contractor shall furnish and keep in good working order all necessary tools and equipment such as, but not limited to cleaners, mops, brooms, buffers, ladders, hoses, vacuums, etc. All supplies and/or equipment used by the contractor must be approved by the Facilities Supervisor of Public Works, or his designee. Any non-complying equipment or supplies shall be changed out at the request of the Supervisor or his designee. Janitorial closets areas shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or contractor's employees. An equipment inventory is to be kept with the contractor's on-site supervisor.
2. The City shall provide the following products: toilet paper; paper towels-, toilet seat covers; trash can liners; liquid hand soap; sanitary napkins; and all utilities including lights, power and water. Contractor shall fill all restroom dispensers, as required.

E. Supervision

1. The Contractor will assign a supervisor to provide a minimum of three (3) site visits per week during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead supervisor will be required to speak, read and understand English. Weekly janitorial supervisor's reports are to be submitted to City's Facility Supervisor or his designee noting any building deficiencies needing correction.
2. Site supervisor shall carry a cell phone or pager by which the City staff will be able to communicate with him/her. The staff may use the City phones to respond to work related issues.
3. The Contractor shall provide a list of all Contractors' staff assigned to each work site. The list shall include name, address, and driver's license number. Also required will be the employee's work schedule and assignment. All employees need to satisfactorily pass a City background screening.

F. Training

The Contractor shall provide to its employees' environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations.

G. Employee Conduct

Employees of the Contractor while performing work under this contract, WILL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the Buildings.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Turn on or use any equipment other than City supplied or Contractor's, such as computers, typewriters, or radios, etc
8. Use any City telephone except those designated by the Building Services Superintendent or his/her designee for the purpose of business under this contract.
9. Open any desk, file cabinet or storage cabinet.
10. Remove any article from desks.
11. Consume any food or beverage, other than that brought with or purchased by the employee, and in only in areas designated as break or lunchrooms. Engage in non-work related conversations with City employees or visitors. Come to work late or leave work early.

H. Employee Removal

The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with rules and regulations of the City. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

I. Employee Appearance and Identification

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and uniform. The badge shall include the employee's photograph, and Contractor's name. The uniform and identification shall be available prior to entering any City building and shall be worn at all times while working in the City. The uniform at a minimum shall be a uniform shirt with the Contractor's name or logo on it.

J. Reporting and Inspections

1. Building Control Log: The custodial supervisor and/or lead custodian will be responsible for maintaining a "Building Control Log" which will be the focal point for communications. The contractor's staff will be responsible for signing in daily on the log and sharing work related comments for analysis.
2. Status Reports: A report is to be given to the Facility contact person daily if, and when, unusual circumstances arise; e.g., suspicious people are observed, lighting inoperable, etc.
3. Regular Inspections: The contractor's account manager and on-site supervisor will meet with the City's Facility Maintenance representatives, as needed, to review work sites to ensure compliance with contract Specifications.

K. Work Performance

The Contractor will adhere to the highest quality standards of the janitorial profession and the City's cleaning standards as communicated by the Facility Maintenance Supervisor. Contractor shall immediately notify the City Facility Maintenance Supervisor or Liaison of any occurrence or condition that interferes with the full performance of the Contractor and confirm it in writing within 24 hours. Contractor shall provide additional staff to complete the work required in these specifications.

L. Liquidated Damages

When the contractor fails to perform, as specified, the services required in this agreement, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, the contractor shall agree to the following liquidated damages:

1. If trained personnel do not report to the City's representative within two (2) hours of the start of any shift, the City will be damaged and liquidated damages of Two Hundred Dollars (\$200.00) per occurrence will be deducted from the monthly invoice. The contractor will be notified by telephone or FAX within 24-hours of failure to report and assessment of liquidated damages.
2. If the contractor fails to perform any contracted service or any part of a contracted service, the City will be damaged- The contractor will be notified by telephone or FAX within 24-hours of the failure to perform and performance will be required within 24-hours after receipt of such telephone call or FAX. If the contracted service or any part of the contracted service is not performed within the 24-hours of receipt of telephone call or FAX, the City will be damaged and liquidated damages of Two Hundred Dollars (\$200.00) per occurrence will be deducted from the monthly invoice.

Notification of failure to perform, damage for lack of performance and liquidated damages of Two Hundred Dollars (\$200.00) per occurrence will continue to be deducted from the monthly invoice until the service is performed.

M. Special Assignments

The Contractor can expect to support special events during and outside of normal duty hours for special functions at the City facilities for open houses or dignitary visits, etc. The Contractor shall adjust the service schedule so that these services will be performed after the event. In cases where the work is out the normal work schedule, the Contractor shall quote all hourly rates per person for the special assignment.

N. Emergency Work

This agreement shall cover routine, requested and emergency janitorial work. Requested work shall be defined as any work beyond the general routine janitorial work outlined in this agreement. Emergency work shall require a shortened response time of between two (2) and four (4) hours, depending on the nature of said work. The contractor shall have sufficient labor and call-out procedures to assume that staffing is available to allow for this type of unplanned requirement. The City of Milpitas will work closely with the contractor to help develop a specific procedure required to react to emergency Situations.

O. Security

Contractor will be required to have available the keys provided by the City at all times while providing service to the City. All doors are to be unlocked and locked as required by each building's specification. The contractor is responsible for after-hours security during performance of janitorial

duties. All doors must be locked and shut during the performance of said duties. Lost keys or card-keys will be replaced by the contractor at the rate of \$50.00 per key or card-key, and the contractor will be financially responsible for all costs of re-keying any or all locks affected by lost keys in his/her control. City computers, fax machines, telephones, television sets and copiers are "OFF LIMITS" for use. Contractor will be financially responsible for any loss, damages, or accrued charges for any unauthorized usage this equipment.

P. Care of Facilities

The Contractor and all Contractors' employees shall regularly observe general conditions of all building areas and report problem areas to employee's supervisor, Contractor shall be responsible for the knowledge and use of all fire alarms and prevention equipment. In case of emergency, the Contractor's employees shall notify the City's Dispatch Center by dialing 911, then by calling or paging the Facility Maintenance Supervisor or Liaison immediately. For non-emergency repairs, the contractor and all contractor's employees shall contract the Facility Maintenance Supervisor or Liaison or by leaving the information on the Facility Maintenance Hotline at (408) 586-2620.

Q. Custodial Services Tasks

See attached service description.

EXHIBIT B
SCHEDULE

City of Milpitas Janitorial Service Schedule

General Guidelines

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Check entire facility on arrival and correct any deficiencies	X				
Report any occurrence that may be out of the ordinary	X				
Keep all access doors locked while cleaning	X				
Lock all doors and leave only designated lights on	X				
Keep custodial closets neat and orderly	X				
Clean trash receptacles	X				
Gather waste from trash cans, place in specific dumpster	X				
Replace soiled liners in trash cans	X				
Clean lobby door glass inside and out	X				
Clean receptionist counter top and area	X				
Wipe down drinking fountains	X				
Clean stairwells	X				
Spot clean all glass	X				
Clean door hardware and frames inside and out	X				
Spot clean fingerprints on light switches and doors	X				
Dust handrails	X				
Clean and polish door kick plates and thresholds.		X			
Dust all cleared work surfaces and low partition walls		X			
High dust all cleared horizontal surfaces		X			
Clean baseboards.			X		
Detail dust window ledges, blinds, picture frames and moldings.			X		
Clean lobby windows interior and exterior			X		
Vacuum upholstered furniture			X		
Floor services for each area are in Floor sections on Page 2					

Lobbies, Stairwells, Elevators & Common Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wipe handrails	X				
Clean elevator cabs and doors	X				
Clean, dust and polish furniture	X				
Align furniture	X				
Clean all stairwell glass.		X			

Conference Rooms/City Council Chambers

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and dust A/V equipment	X				
Align furniture	X				
Clean, dust and polish furniture		X			

Office Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Align furniture	X				
Clean window partitions		X			
Clean, dust and polish furniture		X			

Fitness Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean all exercise equipment	X				
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Spot clean window and mirror glass (prints & smudges)	X				
Fully clean all windows and mirrors.		X			

Restrooms/Sports Center Showers/Holding Cells

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and polish all stainless steel dispensers	X				
Empty, clean, polish & disinfect sanitary napkin receptacles	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings, toilets and urinals	X				
Clean and polish mirrors	X				
Clean out lockers	X				
Clean and disinfect all doors, partitions and vanity surfaces	X				
Wipe down shower walls	X				
Clean and disinfect walls		X			
Flush floor drains with fresh water/enzymatic solution		X			
Clean lockers and walls		X			
Clean shower drains.		X			
Clean and polish all doors and hardware.			X		
Machine scrub all shower and restroom floors.			X		
Detail clean grout lines in shower walls.				X	

Cafeteria/Break rooms/Patio Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wipe down dining area and patio tables and chairs	X				
Wipe clean counter tops, sinks and cabinets	X				
Replenish paper towels	X				
Wipe down interior and exterior of microwave	X				
Wipe down interior and exterior of refrigerator		X			

(Refrigerators done per customer's schedule)

Hard Floor Care

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Sweep, damp mop and disinfect all restroom and shower floors.	X				
Machine scrub all stone, concrete and tile floors.			X		
Spray buff high traffic VCT areas.			X		
Strip & wax VCT areas				X	
Strip and seal all stone, concrete and ceramic floors					2X

Carpet Floor Care

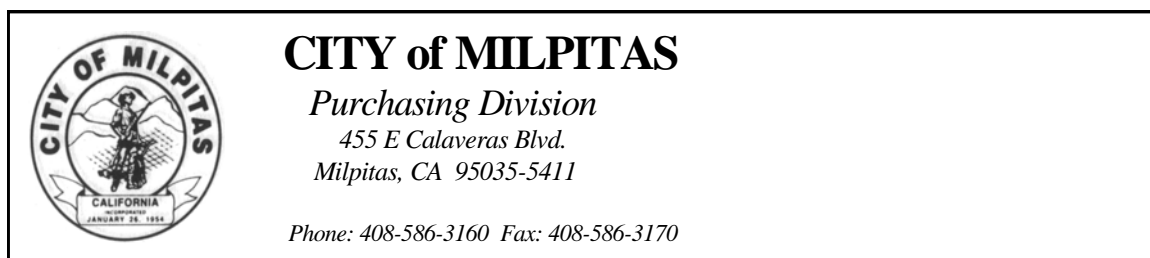
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum all carpet.	X				
Spot clean high traffic area carpets.	X				
Spot clean all other carpet.		X			
Detail vacuum edges, under desks & around furniture			X		
Bonnett buff high traffic carpets				X	
Shampoo & extract carpets					2X

On Request or Approved Periodic Services

(These services billed with monthly cost)

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wash all interior perimeter glass					2X
Wash all exterior perimeter glass					2X
Wash exterior skin (metal, stone, etc..)					X
Sports Center – Clean interior and exterior glass surrounding the pool.	X				
Teen Center – Shampoo or extract carpet.			2 X		

Comments _____



Bid Walk Registration

RFP 1082 Janitorial Services

Names of your company representatives attending the bid walk must be submitted on this form and faxed to the number indicated no later than 5:00 PM on 5/23/05.

Space is very limited and groups must be kept small, as we will be touring the site during working hours. The walk through will take place on May 25th starting at 10:00 am. One and a half hours will be allotted per group.

Once all of the names have been received you will be notified by phone, on the 24th, as to your scheduled time.

Company Name: _____

Primary Contact: _____

Primary Contact Phone No.: () _____ - _____

Representative: _____

Representative: _____

Representative: _____

Representative: _____

If you have any questions regarding this procedure you may contact me at 408-586-3161.

Chris Schroeder
Purchasing Agent

FAX forms to 408-586-3170